

## Booking Form

Our booking form is online so you can fill it in and submit it easily. Completing your booking form ensures we have all the right details to arrange your trip.

If you don't have a MyAudley login, you'll see a login screen when you go to the booking form. At this point, please follow these instructions:

1. click on the sign-up tab
2. enter your email address (checking it's correct as we'll send you a verification email)
3. enter a new password
4. click 'sign up' to receive the verification email
5. click on the link in the verification email to return to the login screen
6. log in using your email address and newly created password

[Go to MyAudley to complete your booking form](#)

### Passport & visa information for British citizens

You must hold a passport which is valid for at least six months following the return date of your trip. It is your responsibility to ensure you have the correct documentation and visas for all sectors of your journey. Failure or inability to obtain all required visas for whatever reason does not entitle you to cancel without paying the applicable cancellation charges. For further details on passports and visas, or for information on requirements for non-British citizens, please check <http://cibtvisas.co.uk>

### Travel insurance

You should ensure that you and all members of your party are adequately insured, providing financial protection against unforeseen circumstances. Cover should include medical expenses, as well as repatriation, in the event of accident or illness. In addition, we strongly recommend that you have cover for personal belongings, delay at your outward or homeward point of departure, personal liability, overseas legal expenses and cancellation. If you are undertaking any sports or adventurous activities on your trip, including trekking, winter sports, diving or horse-riding, you should also make sure that your policy covers these. Please also ensure you read the policy conditions and exclusions.

It is advisable to take out your travel insurance at the time of booking your trip as cover will commence for pre-departure cancellation from the policy issue date. This will therefore provide cover should you have to cancel your trip for an insured reason such as illness or serious accident.

The type of trips we create and the requirements of Audley clients vary greatly. There are a number of companies who offer policies which may suit these varying requirements. You can find links to the companies' websites at <https://www.audleytravel.com/about-us/travel-insurance>

Once you have a travel insurance policy in place, please let your specialist know who your insurance company is and your policy number. Having this information enables us to support you should an emergency situation arise.

### Health

It is essential that you visit your GP or a travel clinic well in advance of travel, preferably at least six weeks ahead, to make sure that you have taken all the necessary health precautions. Some vaccinations require more than one visit with a period of weeks between injections, and some may be incompatible with certain medicines or medical conditions. It is therefore important that your own individual medical history is taken into account. For up-to-date medical advice you may wish to use the Medical Advisory Service for Travellers Abroad (MASTA) <https://www.masta-travel-health.com/>, the NHS website <http://www.fitfortravel.nhs.uk/home.aspx> or NaTHNaC <https://travelhealthpro.org.uk/>

#### Mosquito bite avoidance

In many tropical countries, mosquitoes can spread diseases such as dengue, chikungunya, West Nile, malaria, yellow fever and Zika virus. It is essential that you seek medical advice prior to travel, and especially if you are pregnant or have an underlying medical condition. Whilst travelling there are several simple measures you can take to reduce your risk of infections spread by mosquitoes: wear suitable clothing and cover up at times of day when mosquitoes are active, use insect repellent on exposed skin, and use a mosquito net if sleeping in unscreened accommodation. It is important to seek prompt medical attention if you have a fever or display any other symptoms. If you become unwell on your return, make sure you tell your doctor about any trips abroad you have taken in the past year.

#### High altitude

Your itinerary may include sections where the altitude exceeds 10,000 feet (3,048 metres). If you suffer from circulation, heart or respiratory problems we advise that you consult with your doctor before confirming your booking.

## Travel Advice

### **Pre-existing medical conditions, mobility and disability requirements and your ability to participate**

The nature of many of the destinations we travel to means that in some cases they may be unsuitable for those who use a wheelchair or have reduced mobility. However, we will be delighted to discuss the feasibility of creating a tailor-made itinerary for you that takes into consideration your level of mobility. To assist us in doing this we may ask you to complete a short questionnaire.

It is essential that you advise us before booking if you do have any disability or pre-existing medical condition which may affect your holiday, or if you have any special requirements as a result of any disability or medical condition (including any which affect the booking process) so that we can assist you in considering the suitability of the arrangements and/or in making the booking. It will also enable us to make sure you receive the relevant level of assistance when you fly. Full details must be confirmed in writing at the time of booking and whenever any change in the condition or disability occurs.

On our tailor-made tours and escorted group tours the guides and tour leaders are, unfortunately, unable to offer additional assistance to passengers with limited mobility and all such assistance will need to be provided by whoever the passenger is travelling with. We may request that you provide a letter from your doctor confirming your fitness to travel.

### **Special dietary requirements and allergies**

Special dietary requirement should be noted on the booking form. Allergy requirements should also be brought to the attention of your Country Specialist. We may ask you to complete a short questionnaire to ensure we have captured your allergy requirements correctly. We will advise hotels, airlines and our other suppliers of your requirements but we cannot always guarantee that these will be met as the understanding of allergies varies around the world. You should take appropriate precautions whilst travelling. . If you have an airborne nut allergy you must make us aware at the time of booking as most airlines require this information in advance of travel. Please note that all special meals for flights must be requested at least 48 hours in advance.

## **Government travel advice**

The Foreign, Commonwealth and Development Office (FCDO) Travel Advice Unit monitors all overseas destinations and offers advice to British citizens. In order to be fully informed of entry requirements, safety issues, crime rates, political stability and local customs you can view the advice at <https://www.gov.uk/foreign-travel-advice>

We monitor FCDO advice carefully and on occasion may be required to cancel trips, re-route itineraries or make other changes to trips based on the warnings given. Any decision will always be taken in the interests of your safety and security and will be communicated fully with you.

## **Travelling with children**

If travelling with a child and only one parent is present, please be aware that you must have the permission of everyone with parental responsibility before that child can be taken abroad. You automatically have parental responsibility if you're the child's mother, but you still need the permission of anyone else with parental responsibility before you take the child abroad. A letter from the person with parental responsibility for the child is usually enough to show you've got permission to take them abroad. You might be asked for the letter at a UK or foreign border or by an airline. The letter should include the other person's contact details and details about the trip.

If you are travelling with a child who has a surname different to your own, for example you are a single parent, you are advised to travel with evidence of your relationship (eg a birth certificate) and a divorce or marriage certificate if applicable. In other scenarios, for example you are a grandparent taking your grandchild on holiday, or you are taking your child's friend on holiday, you should be able to provide evidence that you have permission from the child's parents to do this.

More information on the UK Government's rules can be obtained here <https://www.gov.uk/permission-take-child-abroad>. You should also check the requirements of the country you are travelling to as they may have additional specific requirements and the age limit up to which a person is considered a child may vary.

### Flights

#### Flight routing

The difference between a direct flight and a non-stop flight can cause confusion. To clarify, on a direct flight no change of aircraft is scheduled but touchdowns will be made enroute either to refuel or to board or disembark passengers. On non-stop flights no change of aircraft is required and no stops are made enroute. Exact details of your route will be given in your itinerary.

#### Internal flights

Smaller local airlines are more likely to change their schedule at short notice. We will endeavour to inform you of any changes in advance of travelling but this may not always be possible.

#### Seating

Most airlines now operate one of two main seating policies. The majority offer paid-for seating, with a smaller number maintaining a free-of-charge seating policy; please ask your Country Specialist for details regarding the seating policy of the airline you are booked to travel with. More detail on each type of seating can be found below:

##### Paid-for seating

The majority of airlines now offer you the opportunity to secure specific seats in advance of travel by paying an additional premium. In order to do this it is a requirement of the airlines that you have fully paid for your flight ticket. Once a flight ticket is fully paid for amendment charges will apply should you wish to change your arrangements (please see the section entitled *The flexibility of flight arrangements*, below). Please be aware that, even with paid-for seating, some changes can be made by the airline that are outside of our control and which may affect your paid-for seating. If you do not wish to pay a premium to secure a specific seat you can wait until online check-in opens, usually 24 hours in advance of travel, and reserve a seat at this point.

##### Free-of-charge seat requests

For the airlines that still maintain a free-of-charge seating policy we will do all we can to try to reserve a specific seat for you, if you have a preference. Please make it clear on your booking form if you have a specific request. However, whilst airlines may allow us to make free-of-charge seat requests, they will not guarantee any such seat reservations. Most airlines now allow you to check-in online 24 hours ahead of travel and select or re-confirm free-of-charge seat reservations at this stage. If seating is important to you and you have been unable to check-in online it is always best to arrive for your flight early.

##### The flexibility of flight arrangements

If fully flexible flight arrangements are important to you, please let your Country Specialist know at the earliest possible time in the quote process so they can include the most appropriate fare for you. We primarily use special 'inclusive tour' fares when we purchase your tickets from the airlines and while these fares are very good value they are inflexible in terms of changes and offer no refunds once the tickets are issued. If your Specialist uses this type of fare then once your flight is confirmed the airlines will charge an amendment fee or insist on the purchase of a completely new ticket should you wish to make changes.

##### Frequent flyer clubs

If you collect points through any of the airline frequent flyer clubs and wish to accrue points on your Audley trip, please let your specialist know so that they can choose an appropriate airfare where points can be awarded. Please provide your membership details on the booking form and we will ensure that these are recorded against your flight reservation.

If you wish to use your points to purchase flights then you will have to make these arrangements directly with the airline as we are not able to access fares in this way. If you do choose to do this please provide the flight details to your specialist so they can ensure the ground arrangements dovetail with your flights.

### **Carbon offsetting your flights**

The carbon footprint of flying is relatively high and we would encourage you to offset your flights by contributing to our carbon reduction scheme operated by ClimateCare. We carbon offset all our staff research trips. Please ask your Country Specialist if you would like to include an optional amount for carbon offsetting, which can be paid for at the time of booking.

### **Accommodation & additional travel services**

#### **UK airport hotels, car parking and lounges**

We are able to arrange airport hotel accommodation, car parking, meet and greet services and airport lounge access in the UK, subject to availability. To arrange any of these services please speak to your Country Specialist.

#### **Hotel room configuration**

There is often confusion over the terminology used for bed arrangements (eg single, double, twin) in hotel rooms, and this can vary considerably from country to country. If you have specific requirements please do make this clear to your Country Specialist. We will endeavour to confirm your preferred configuration wherever possible but please note that all rooms are allocated at the discretion of the hotel and cannot be guaranteed.

Our hotel ranking is identified using the following descriptions:

Basic – Very primitive accommodation where we are not aware of anything better in the region.

Simple – Clean and simple but limited facilities

Medium – Good quality accommodation

First Class – High quality accommodation with a wider range of facilities

Deluxe – Superb accommodation with facilities and service to match

Opulent – The world's most unashamedly luxurious hotels and lodges

The hotel classifications given in our brochures, custom itineraries and fact sheets are for guidance only. They are not based on any national or international classification system, rather they are the opinions of our staff and are quite subjective.

### **World travel & cultural differences**

Many of our destinations are in parts of the world where attitudes, infrastructure, priorities, lifestyles and cultures are very different from our own. This is often the very reason to visit the destination but certain aspects may be frustrating, disorientating or even stressful. A sense of humour can prove invaluable when travelling over rougher roads, waiting for a delayed aircraft and communicating with hotel staff whose first language is not English.

Airlines may change their schedules, roads may close and government regulations may alter. Should there be any changes to the travel arrangements you have booked we will do our best to keep you informed of the situation prior to departure, and we will of course assist with any issues that arise whilst you are travelling.

#### **Health and safety standards**

Every country has its own regulations and enforcement levels relating to health and safety standards. These do not always match the very high standards we are used to in the UK. The health and safety of our customers is of paramount importance and we are continually working to assess and improve the services we provide.

## Travel Advice

### Security

Opportunistic crime such as bag-snatching and pick-pocketing is unfortunately a fact of life in many destinations. Use your common sense when walking around, make use of hotel safes where available, and leave all but essential valuables at home. We suggest carrying a photocopy of your passport separately from the original document, purely as a back-up.

### Further Information

For further information about any of the above, please visit the [Useful Information](#) section on our website.

### Quality Assurance

#### Financial security

All the tours we sell are protected by one of two schemes:



We hold an Air Travel Organiser's Licence (ATOL) issued by the Civil Aviation Authority (ATOL number 4817). Some of the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. But ATOL protection does not apply to all holiday and travel services listed on this website. Please ask us to confirm what protection may apply to your booking. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL Certificate go to: [www.caa.co.uk/ATOL-protection/Consumers/ATOL-certificate](http://www.caa.co.uk/ATOL-protection/Consumers/ATOL-certificate).



Those package arrangements which are not protected by our ATOL are covered by ABTOT, the Association of Bonded Travel Organisers Trust. [https://www.abtot.com/ This insurance](https://www.abtot.com/This%20insurance) means your money will be refunded or you will be returned to the starting point of your contracted arrangements if already abroad in the unlikely event of our being unable to provide your holiday arrangements due to our insolvency. (For more details please see Section 12 of the Terms and Conditions.) In these instances you will not receive an ATOL certificate with your invoice.

#### AITO Membership

Audley Travel is a member of the Association of Independent Tour Operators and as such we sign up to the AITO Quality Charter. Please visit AITO's website [www.aito.com](http://www.aito.com) for more details or call 0208 744 9280.

#### Responsible Travel

For us, travelling responsibly starts long before you pack your suitcase. Our passionate staff want your experiences to have a positive impact on nature and are always looking for opportunities to source locally owned hotels, curate experiences that support community development, follow environmental best practices, and check the animal welfare of wildlife experiences. Not only do we feel this gives you the best experience, it also benefits communities by helping local people to preserve what attracts visitors.

We're proud to create trips that have responsible travel at their very core and have done the research so you can travel with the assurance that you'll have a positive impact on the places you visit. To learn more, please visit our website <https://www.audleytravel.com/about-us/responsible-travel>.

# Terms and Conditions

Please read the following booking conditions carefully. All holidays are sold by us are subject to these booking conditions and the other general information provided to you in our brochures, quotations and on our website. Audley Travel Group Ltd (whose administrative offices are at New Mill, New Mill Lane, Witney, Oxon OX29 9SX) are members of the Association of Independent Tour Operators ('AITO'). Audley Travel Group Ltd ('we', 'us', 'our') offers a number of products and the trading names we use are 'Audley', and 'Audley Travel'. In these booking conditions, 'you' and 'your' means all persons named on the booking, or any of them as the context requires (including anyone who is added or substituted at a later date). References to "departure date" mean the start date of the holiday arrangements you have booked with us. Any reference to an EU regulation in these booking conditions should be taken to mean the UK legislation which replaces (or has replaced) that EU regulation and/or any EU regulation which continues to have effect in the UK as a result of being incorporated into UK law (in all cases referred to as 'retained EU law'). Changes to retained EU law are likely to be made over time. Reference to any EU regulation in these booking conditions is intended to refer to the relevant retained EU law at the applicable time.

## 1. Paying for your holiday

(i) The procedure for making a booking is shown in your itinerary quotation and on our website. All bookings are subject to these booking conditions and by asking us to confirm your booking, and by paying a deposit, the person who makes the booking is taken to have accepted these booking conditions on behalf of all persons named on the booking. Once we have received the applicable payment(s) due at the time of booking (see below), we will, subject to availability of the requested arrangements, send you your booking confirmation/invoice. Please check your booking confirmation and all tickets/documents carefully as soon as you receive them and contact us immediately if you think any details are incorrect. We regret we cannot accept any liability if we are not notified of any inaccuracies in any document within ten days of our sending it out. We will do our best to rectify any errors notified to us after this, but you must meet any costs involved in doing so. (ii) The deposit is part payment of the holiday cost. The deposit required will be shown on the quotation page of your itinerary. In addition to the deposit, full or part payment of certain elements of your holiday (such as flights) may be required at the time of booking or at some point between booking and balance due date (all such other payments individually and together referred to as "Advance Payment" in these booking conditions). Also see section 1(iv) for other situations in which an Advance Payment may be required. The balance must be paid not later than the date specified on the booking confirmation/invoice. This is normally no less than 90 days before the departure date. If we do not receive all payments due in full and on time, we will remind you that payment is due before treating your booking as cancelled by you. In the event that further time for payment is agreed at your request but payment is still not received, you must pay the cancellation fees shown in section 3 based on the date we treat your booking as cancelled by you. (iii) Full payment is required at the time of booking for all bookings made after balance due date as above. (iv) On occasions, we may be asked by suppliers to make payment to them earlier than normal. Such requests may, for example, be made in order to secure accommodation and other services during periods of peak demand. Whilst suppliers may have no contractual right to make such requests, failure to comply with them may result in the loss of confirmed arrangements. Where this situation arises, we reserve the right to ask you to make an Advance Payment within a stipulated period and prior to balance due date. We will of course endeavour to avoid doing so if we can. Any such early payment will be non-refundable except as set out in section 4. (v) If you are booking your holiday through one of our authorised travel agents the balance must be paid to the agent two weeks (but no sooner) prior to the applicable balance due date as specified on the booking confirmation/invoice and quotation. You must not pay the balance to the travel agent earlier than this even if you are specifically asked to do so. All payments made to one of our authorised travel agents for the

arrangements we have contracted to provide for you which do not include flights will be held by them on our behalf. For flight inclusive bookings, all monies paid to any authorised travel agent of ours for these arrangements will be held on behalf of and for the benefit of the Trustees of the Air Travel Trust subject to the travel agent's obligation to pay such monies to us in accordance with our trading terms unless we fail. In the unlikely event of our financial failure, all monies then held by the travel agent or subsequently paid by you to the travel agent will be held by the agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation on the agent to pay such monies to us. If you book your holiday through a travel agent who is not a member of ABTA, all payments must be made to us directly and not your travel agent. For the purposes of compliance with time limits or limitation periods as set out or referred to in these booking conditions, receipt by such an authorised travel agent of messages, requests or complaints intended for us will be treated as receipt by us. However, we are not responsible for any advice given to you by your travel agent that did not originate from us.

## 2. If you change your holiday

If, after the contract between us has come into existence, you want to change your holiday we will pass your request to the relevant supplier, however we cannot guarantee that such changes can be made. Where a change can be made, we will charge for any additional costs incurred including any costs imposed or incurred by any of our suppliers and including for example any cancellation fee that may be incurred for sectors or services cancelled. You should note, for example, that a change of name or other alteration to a flight booking will usually incur a 100% cancellation fee and the full applicable cost of rebooking the flight at the time the change is made. For booking transfers, see section 5.

## 3. If you cancel your holiday

You may cancel your confirmed booking at any time prior to departure. Where you wish to do so, written notification must be sent to us by recorded delivery post or by email. If your notification is provided by email, as proof of receipt, you must ensure you receive and retain written acknowledgement from Audley Travel. If you wish to cancel your booking, you will be charged a cancellation fee calculated as a percentage of the total holiday cost as shown below. The percentage payable depends on the date your written notification is received by post, or your email notification is acknowledged by Audley Travel. In the event of cancellation, please note that any Advance Payment made as referred to in sections 1(ii) and (iv) above is non-refundable unless such amounts are recovered from suppliers. We shall endeavour to mitigate these to the extent we can reasonably do so. In calculating cancellation fees, we have taken account of the costs incurred by us in arranging and booking the holiday, as well as any cost savings and the generation of income from other bookings which may be able to offset our loss from cancelled services, but please be advised that this may not be achievable due to the tailor-made nature of our holidays. In the event of cancellation of part of your booking, the cancellation fee payable by you will comprise any direct costs and fees we incur as a result of such cancellation, our reasonable administration costs of dealing with the cancellation arrangements, plus any Advance Payment which relates to the cancelled part of the holiday. We will endeavour to mitigate these costs to the extent we can reasonably do so.

## Alterations or cancellations by you after commencement of travel and unused services

We will do our best to implement any changes to your arrangements you request after they have commenced, but we cannot guarantee this will be possible. In the event of such amendments being made, you will be liable for any cancellation fee that may be applied in respect of the services originally booked, and for the costs involved in booking the revised arrangements as well as for the cost of the new arrangements themselves. It is unlikely that refunds will be paid to clients who do not complete a tour/holiday.

## Calculation of cancellation fee

The cancellation fee is calculated as follows:

Cancellation Notification Date (number of days prior to departure date)	Cancellation Fee (Percentage of total cost of holiday)
91+	15%
61-90	30%
31-60	60%
15-30	90%
0-14	100%

Plus any Advance Payment made as referred to in sections 1(ii) and (iv) above, providing the total amount paid on cancellation does not exceed the total cost of the holiday. To the extent we can mitigate these losses, the cancellation fee will be adjusted accordingly. Note in the case of a cancellation notification date which is 14 days or less prior to the departure date, the cancellation fee will be a flat 100% of the total holiday cost given the close proximity to travel and very high likelihood that we will be unable to mitigate any costs at this point. The cancellation fee will be capped at the total cost of your holiday and will never exceed this amount.

## The importance of travel insurance

It is a condition of our acceptance of your booking with us that you have suitable travel insurance for your trip. Depending on the details of your policy, you may be able to recover the cancellation fee from your travel insurer (you must pay this fee to us first) less any excess on your travel insurance policy. Never travel without suitable insurance, the unexpected can always happen. It is your responsibility to ensure you are adequately covered by insurance for all elements of your trip. Please read your policy and take it on holiday with you. Please be aware that advice against non-essential international travel (including as a result of the Covid-19 pandemic) issued by the UK Foreign, Commonwealth and Development Office (or equivalent authorities outside the UK for citizens of those countries) may have an impact on your travel insurance. You must check the policy terms prior to purchasing your insurance.

## 4. If we change or cancel your holiday

a) Changes to confirmed holiday arrangements sometimes have to be made. Most changes will be insignificant, and we have the right to make these. Where an insignificant change is made before departure, we will notify you in writing. An insignificant change does not entitle you to cancel your holiday and no compensation is payable for insignificant changes.

(b) Occasionally, before departure, we may be constrained by circumstances beyond our control to make a significant alteration to any of the main characteristics of the travel services which form part of your confirmed booking or to any special requirements which we have accepted as referred to in section 11. Where we have to do so, section 4(d) and (e) will apply. All other alterations will be treated as insignificant changes. Significant changes are likely to include the following changes when made before departure; a change of accommodation to that of a lower official classification or standard for the whole or a major part of the time you are away\*, a change of accommodation area for the whole or a major part of the time you are away, a change of UK outward departure time or overall length of time you are away of 12 or more hours or a change of UK departure airport to one which is more inconvenient for you (except as between Gatwick, Heathrow, Luton, Stansted and London City).

\*Please note: A change affecting a stay in a hotel during a tour where the hotel itself is not the focus of the tour, does not constitute a significant change.

(c) Covid-19 and the action taken to manage its effects (including face masks/coverings and health passes / vaccination certificates) may have an impact on holiday arrangements for a considerable period of time. We may, for example, be unable to provide, or you may be unable to access, certain services or facilities as a result. Measures may be re-introduced or changed with little or no prior notice. Greater flexibility may therefore be required for the foreseeable future which we would

# Terms and Conditions

ask you to bear in mind at all times, both before and after departure. Any impact which such measures have on your holiday will not constitute a significant alteration to your contracted arrangements and will not entitle you to cancel without payment of the applicable cancellation fee or to receive a full or partial refund in respect of services which are not available as a result.

(d) In the event that we have to significantly alter any of the main characteristics of your confirmed arrangements or accepted special requirements, we will provide you with the following information in writing as soon as possible: (i) the proposed alteration(s) and any impact they have on the price; (ii) in the event that you do not wish to accept the alteration(s), details of any substitute package we are able to offer (and any price reduction where this is of a lower quality or cost); (iii) your entitlement to cancel your booking and receive a full refund if you do not want to accept the alteration(s) or any substitute package offered; and (iv) the period within which you must inform us of your decision and what will happen if you don't do so.

(e) If you choose to cancel your booking in accordance with section 4(d), we will refund all payments you have made to us within 14 days of the date the cancellation takes effect and terminates your contract (which is usually the date we send you a cancellation invoice following receipt of your written cancellation notification). If we don't hear from you with your decision within the specified period (having provided you with the above mentioned information for a second time), we will cancel your booking and refund all payments made to us within 14 days of the effective date of cancellation as above. No compensation will be payable or other liability accepted where a change results from unavoidable and extraordinary circumstances (see section 6).

(f) In the event that unavoidable and extraordinary circumstances (see section 6) occur in the place of destination of your holiday or its immediate vicinity and significantly affect the performance of the contracted arrangements or the carriage of passengers to that destination, you will be entitled to cancel prior to departure without payment of a cancellation fee and receive a full refund of all monies you have paid to us (except for any previously incurred cancellation or amendment fee). Where applicable, you must notify us of your wish to cancel for this reason in writing. Providing we are in agreement that you are entitled to do so in accordance with this clause, we will send you a cancellation invoice to confirm the cancellation. Any refund then due will be paid in accordance with section 4(e) above. We will notify you as soon as practicable in the event of this situation occurring.

(g) Occasionally, it may be necessary to cancel confirmed holiday arrangements. We have the right to terminate your contract and cancel your holiday in the event we are prevented from performing your confirmed arrangements as a result of unavoidable and extraordinary circumstances (see section 6) and we notify you of this as soon as reasonably possible. Where we have to cancel your holiday in these circumstances, we will refund all monies you have paid to us within 14 days of the effective date of cancellation (see section 4(e)) but will have no further or other liability to you including, without limitation, in respect of compensation or any costs or expenses you incur or have incurred. We will of course endeavour to offer you comparable alternative arrangements where possible which you may choose to book in place of those cancelled. We also have the right to cancel if you fail to make payment in accordance with the terms of your contract in which case section 1(ii) and 3 will apply.

(h) If we have to make a significant alteration or cancel, we will, subject to the exceptions referred to in section 4(e) and 4(g), pay you such compensation (if any) as we reasonably consider appropriate in the circumstances. Compensation may not be appropriate where, for example, any alternative arrangements offered are of a higher standard to those originally booked.

(i) Please note, a full refund entitlement only arises where we are prevented from performing your contracted holiday arrangements as a result of

unavoidable and extraordinary circumstances in accordance with section 4(g) and we exercise our right to cancel as a result. Without limitation, you will not be entitled to a full refund and the applicable cancellation fee is likely to apply where such circumstances affect your ability to travel on your holiday rather than our ability to perform or provide the contracted arrangements.

## 5. Transfers

You may transfer your place on your booking to another person (introduced by you) provided the person to whom the place is to be transferred satisfies all conditions which form part of your contract with us. Requests for a transfer must be made not less than 7 days before departure and must be accompanied by the name and other applicable details of the person(s) who will replace you. Where the transfer can be made, all reasonable costs and charges incurred by us and/or incurred or imposed by any of our suppliers as a result must be paid before the transfer can be effected. Any overdue balance payment must also be received. For flight inclusive bookings, you must pay the charges levied by the airline concerned. As most airlines do not permit name changes after tickets have been issued for any reason, these charges are likely to be the full cost of the flight for the person concerned.

## 6. Unavoidable and extraordinary circumstances

Except as expressly set out in these booking conditions, we cannot accept liability or pay any compensation or other sums where the performance or prompt performance of our contractual obligations is prevented or affected, or you otherwise suffer any loss or damage (as more fully described in section 7(i) below), as a result of unavoidable and extraordinary circumstances. In these booking conditions, unavoidable and extraordinary circumstances means a situation which is beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Such situations are likely to include, whether actual or threatened, war, insurrection, riots, strikes, civil action, decisions by governments or public authorities, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, terrorist activity, industrial action, natural or nuclear activity, epidemics/pandemics, adverse or exceptional weather conditions and fire. Unavoidable and extraordinary circumstances also include the Covid-19 pandemic and its impact on travel. When we refer to Covid-19 in these booking conditions, we mean the infectious disease caused by the SARS-CoV-2 virus (and any variants or mutations of the same), and, where applicable, any pandemic or epidemic resulting from the spread of this virus.

## 7. Our responsibility

(i) We promise to make sure that all parts of the holiday we have agreed to arrange, perform or provide as part of our contract with you are arranged, performed or provided with reasonable skill and care. This means that, subject to these booking conditions, we will accept responsibility if, for example, you suffer death or personal injury or your contracted holiday arrangements are not provided as promised or prove deficient as a result of the failure of ourselves, our employees, agents or suppliers to use reasonable skill and care in making, performing or providing, as applicable, your contracted holiday arrangements. Please note, it is your responsibility to show that reasonable skill and care has not been used if you wish to make a claim against us. In addition, we will only be responsible for what our employees, agents and suppliers do or do not do if they were at the time acting within the course of their employment (for employees) or carrying out work we had asked them to do (for agents and suppliers). We will not be responsible for any injury, illness, death, loss (including loss of enjoyment or possessions), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: - (a) the fault of the person(s) affected; or (b) the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided; or (c) unavoidable and extraordinary circumstances as defined in section 6. In addition, we will not be responsible where you do not enjoy your holiday or suffer any problems because of a reason you did not tell us about when you booked your holiday.

Please note: we cannot accept responsibility for any services which do not form part of our contract. This includes, for example, any additional services or facilities which your hotel or any other supplier agrees to provide for you where the services or facilities are not advertised by us as forming part of your holiday and we have not agreed to arrange them as part of our contract and any excursion or activities you purchase during your holiday which does not form part of the arrangements we have contracted to provided.

(ii) The promises we make to you about the services we have agreed to provide or arrange as part of our contract, and the laws and standards of the country in which your claim or complaint occurred, will be used as the basis for deciding whether the services in question had been properly provided. If the particular services which gave rise to the claim or complaint were provided in compliance with the applicable local laws and standards, the services will be treated as having been properly provided. This will be the case even if the services did not comply with the laws and standards of the UK which would have applied had those services been provided in the UK. The exception to this is where the claim or complaint concerns the absence of a safety feature which might lead a reasonable traveller to refuse to take the holiday in question. Please note, however, our obligation is to exercise reasonable skill and care as referred to in section 7(i). We do not make any representation or commitment that all services will comply with applicable local laws and standards and failure to comply does not automatically mean we have not exercised reasonable skill and care.

(iii) Except as set out in section 7(iv) or otherwise permitted by English law, we do not limit the amount of damages you are entitled to claim in respect of personal injury or death which we or our employees have caused intentionally or negligently. For all other claims, if we are found liable to you on any basis, the maximum amount we will have to pay you is three times the total cost paid to us for your package (excluding any insurance premiums) by or on behalf of the person(s) affected in total, unless a lower limitation applies to your claim under section 7(iv). This maximum amount will only be payable where the circumstances of the claim justify this.

(iv) Where any claim concerns or is based on any travel arrangements (including without limitation, the process of getting on and/or off the transport concerned) provided by any air, sea or rail carrier to which any international convention or EU regulation applies where we have arranged that travel as part of our contract, our liability (including the maximum amount of compensation we will have to pay you, the types of claim and the circumstances in which damages / compensation will be payable) will be limited as if we were the carrier in question as referred to in this section 7(iv).

The most we will have to pay you for that claim if we are found liable to you on any basis is the most the carrier concerned would have to pay under the applicable international convention(s) relating to the same (as implemented, extended and/or amended by applicable EU regulation(s)). Such conventions and regulations include the Warsaw Convention as amended or un-amended, the Montreal Convention for the Unification of Certain Rules for International Carriage by Air 1999 and, for airlines with an operating licence granted by an EU country, Regulation (EC) No 889/2002 on air carrier liability in the event of accidents, the Athens Convention relating to the carriage of passengers and their luggage by sea 1974 as amended by the 2002 Protocol and Regulation (EC) No 392/2009 on the liability of carriers of passengers by sea in the event of accidents, the Convention on Limitation of Liability for Maritime Claims as amended by the 1996 protocol and the Convention of 1980 concerning International Travel by Rail (COTIF) as amended and Regulation (EC) No 1371/2007 on rail passengers' rights and obligations. You may also have rights under regulation (EU) no 1177/2010 concerning the rights of passengers when travelling by sea and inland waterway or regulation (EC) no 1371/2007 on rail passengers' rights and obligations. Where a carrier would not be

# Terms and Conditions

obliged to make any payment to you under the applicable international convention (including where any claim is not notified and issued in accordance with the stipulated time limits), we, similarly, are not obliged to make a payment to you for that claim. When making any payment, we will deduct any money which you have received or are entitled to receive from the carrier for the claim in question under any applicable international convention or the above mentioned EU regulations (which have been incorporated into UK law). Copies of the applicable international conventions and EU regulations are available from us on request. Please note that strict time limits apply for notifying loss, damage or delay of luggage to the airline or ferry/cruise operator. Any proceedings in respect of any claim (including one for personal injury or death) must be issued within 2 years of the date stipulated in the applicable convention.

## 8. Flights and your responsibility

The flight details shown in your itinerary quotation are for guidance only and are subject to change. Final details will be confirmed on your travel documentation, sent approximately 14 days prior to departure. The times shown on all e-tickets are local times. It is possible that flight times may be changed even after e-tickets have been sent - we will contact you as soon as possible if this occurs. In accordance with EU regulation (EC) No 2111/2005 as incorporated into UK law and amended, we are required to bring to your attention the existence of a UK Air Safety List which contains details of air carriers who are subject to an operating ban in the UK. The UK Air Safety List (which is updated from time to time) can be found on the UK CAA's website [www.caa.co.uk](http://www.caa.co.uk). We will advise you of the actual carrier(s) (or, if the actual carrier(s) is not known, the likely carrier(s)) that will operate your flight(s) at the time of booking. Where we are only able to inform you of the likely carrier(s) at the time of booking, we will advise you of the identity of the actual carrier(s) as soon as we become aware of this. Any change to the operating carrier(s) after your booking has been confirmed will be notified to you as soon as possible. If the carrier with whom you have a confirmed reservation becomes subject to a UK operating ban and we/the carrier are unable to offer you a suitable alternative, the provisions of section 4 will apply. Any change in the identity of the carrier, flight timings and/or aircraft type (if advised) will not entitle you to cancel or change other arrangements without paying our normal fees unless the change is a significant alteration in accordance with section 4.

We can accept no responsibility if you arrive late for the check in and miss your flight as a result nor can we accept responsibility for any loss or damage by you of your holiday/flight travel tickets, vouchers or coupons. Air travel is subject to operational decisions of carriers and airports which may result in delays and diversions. Please note that smaller local carriers sometimes change the departure time of short-haul or domestic flights at short notice, and in some instances, schedules shown in global flight information systems differ from those actually flown by smaller local carriers. We advise you that it is your responsibility to be meticulous in locally reconfirming directly with the carrier operating the flight. We accept no liability for the consequences of flights missed owing to the passenger's failure to reconfirm or to check e-mails for notification of flight time changes. Clients flying in economy class to long-haul destinations should be aware that flights are often full and you may not be able to get seats together. We also recommend that you check in early for a long flight and in any case not less than 3 hours before the scheduled departure time. If your flight is cancelled or delayed, your flight ticket is downgraded or boarding is denied by your airline, depending on the circumstances (including the airport of departure and/or return of the flight and whether you are flying with a UK or EU airline), the airline may be required to pay you compensation, refund the cost of your flight and/or provide you with refreshments, meals and accommodation under reg (EC) No 261/2004 (as amended by The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment)(EU Exit) Regulations 2019 ('UK Denied Boarding Regulations')). Similar rights may also arise under reg (EC) No 261/2004 ('EU Denied Boarding Regulations').

References in this clause to Denied Boarding Regulations are to the UK Denied Boarding Regulations or to the EU Denied Boarding Regulations, if and as applicable to the flight concerned. You must pursue the airline for the compensation and/or other payment due to you where applicable. All sums you receive or are entitled to receive from the airline concerned by virtue of the Denied Boarding Regulations represent the full amount of your entitlement to compensation or any other payment arising from such cancellation, delay, downgrading or denied boarding. This includes any disappointment, distress, inconvenience or effect on any other arrangements. The fact a delay may entitle you to cancel your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight. We have no liability to make any payment to you in relation to the Denied Boarding Regulations or in respect of any flight cancellation or delay, downgrading of any flight ticket or denial of any boarding as the full amount of your entitlement to any compensation or other payment is covered by the airline's obligations under the Denied Boarding Regulations. If your airline does not comply with its obligations under the UK Denied Boarding Regulations, where applicable, you may use the CAA Passenger Advice and Complaints Service.

See <https://www.caa.co.uk/Passengers/Resolving-travel-problems/> for further details.

The name on your airline tickets must be exactly the name that appears on your passport.

## 9. Complaints

Should you have any complaints about any aspect of your holiday arrangements, you must inform our local representative or tour leader immediately and the supplier of the arrangements concerned. Problems can most easily be dealt with on the spot. Please note, if you do not report a problem or complaint straight away which, if it had been reported at the time it occurred, could have been quickly resolved, we cannot accept any liability in respect of that problem or complaint. It is sensible to expect a client travelling in the developing world to be reasonably resourceful if things go wrong. If you experience any difficulties, please follow the steps shown in your Travel Organiser. If the issue cannot be resolved locally you can contact us in the UK on our 24 hour emergency telephone service. The number will be found in your Travel Organiser in the Important Information section.

In the unlikely event that an acceptable solution cannot be found, you should then write to us within 28 days of your return with full details of your complaint. If you fail to follow this simple complaints procedure, we are unlikely to be in a position to properly investigate the matter and may have been deprived of the opportunity to remedy it during your holiday. Subject to section 7(iii), your right to claim any compensation you may otherwise have been entitled to may be affected or even lost as a result. If we cannot reach an amicable solution to any dispute, you have the right to refer it to the Association of Independent Tour Operators (AITO) which operates an Independent Dispute Settlement Service (details on request) for resolution of the dispute by a mediator provided the claim does not involve personal accident, injury or illness.

## 10. The brochure and quotation

We have taken every care in ensuring that the information in any brochure, on our website and given in quotations/itineraries is correct at the time of publication. However, we are sure you will appreciate that subsequent alteration may occur. We reserve the right to change any of the prices, services or other particulars contained in any brochure, on our website or in any quotation at any time before we enter into a contract with you. If there is any change, we will notify you before we enter into such contract. Where we state that additional information, a fact sheet or other document is available on a particular itinerary or programme, this information should be regarded as a part of the contract.

The hotel classifications given on our website and in our brochures, quotations, fact sheets and other documents are for guidance only. They are not based on any

national or international classification system, they are the opinions of our staff or agents and are quite subjective. The photographs that appear in the accommodation section of your quotation are indicative only and may not be of the exact room you have been quoted for.

## 11. Special Requests and Reduced Mobility/Medical Conditions/Disabilities/Allergies/Special Dietary Requirements

If you have any special request, you must advise us in writing at the time of booking. Although we will endeavour to pass any reasonable requests on to the relevant supplier, we regret we cannot guarantee any request will be met. For your own protection, you should obtain confirmation in writing from us that your request will be complied with (where it is possible for us to give this) if your request is important to you. Confirmation that a special request has been noted or passed on to the supplier or the inclusion of the special request on your booking confirmation or any other documentation is not a guarantee that the request will be met by the relevant supplier. All special requests are subject to availability. Special requirements we have accepted will be specifically confirmed as accepted on your confirmation.

Please note that if you believe we or your travel agent have stated orally that a particular facility or service should be available but this is not referred to in the brochure or elsewhere in writing by us, you must make reference to it on the booking form so that we may confirm it to you (providing we can) when accepting your booking.

Before you make your booking, we will advise you as to whether the proposed arrangements are generally suitable for someone with reduced mobility or certain medical conditions. However, reduced mobility of course means different things to different individuals as we fully appreciate that individual capabilities, restrictions and requirements are likely to vary considerably. When we refer to reduced mobility, this means any material reduction in mobility whether this is permanent or temporary and whether caused by age or by physical or mental disability or impairment or other cause of disability.

Where you provide us with information in respect of any reduced mobility, disability, medical condition or significant allergy, we may also ask you to complete a health questionnaire. All information relating to your health is treated as sensitive personal data for the purposes of data protection which means we need your explicit consent to enable us to share this with any third party such as suppliers.

Special dietary requirements, including food and any other allergies, must be advised to us in writing at the time of booking and should also be brought to the attention of your Country Specialist. You may be asked to complete a short questionnaire to confirm the information. We will advise hotels, airlines and our other suppliers of any significant allergy information you provide us with. It is important to understand, however, that we cannot always guarantee allergy information will be understood and acted on or communicated to all those who should be aware of it by our suppliers. We cannot therefore accept liability in the event that you suffer an allergic reaction. The understanding of allergies and the effect and risks of a severe allergic reaction varies around the world. You should take appropriate precautions whilst travelling. Without limitation, it is your responsibility to ensure that any food you are intending to consume does not include anything to which you are allergic at the time you are ordering or purchasing this. If you have an airborne nut allergy which may be triggered by airborne exposure, you must make us aware of this at the time of booking as most airlines require this information in advance of travel. Please note that all special meals on for flights must be requested at least 48 hours in advance.

## 12. Your financial protection

We hold an Air Travel Organiser's Licence issued by the Civil Aviation Authority (ATOL number 4817).

# Terms and Conditions

When you buy an ATOL protected flight or flight inclusive package from us, you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you, and who to contact if things go wrong. We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit, you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent or your credit card issuer where applicable. You also agree that any such claims may be reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme. For further information, visit the ATOL website at <https://www.caa.co.uk/home/>

Not all holiday or travel services offered and sold by us will be protected by the ATOL scheme.

The Civil Aviation Authority can be contacted at Aviation House, Beehive Ring Road, Crawley, West Sussex RH6 0YR, UK tel +44 (0)333 103 6350 e-mail [claims@caa.co.uk](mailto:claims@caa.co.uk) [www.caa.co.uk](http://www.caa.co.uk)

In the event of our insolvency we, or any appointed insolvency practitioner, may disclose your personal information to the CAA so that they can assess the status of your booking and advise you on the appropriate course of action under any scheme of financial protection. The CAA's General Privacy Notice is at <https://www.caa.co.uk/Our-work/About-us/General-privacy-notice/>

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under the Package Travel and Linked Travel Arrangements 2018 for Audley Travel Group Limited (ABTOT Membership number 5297) and in the event of our insolvency, protection is provided for:

- Non-flight packages
- Flight inclusive packages booked by customers resident in the EEA (with effect from 01 Jan 2021)
- Flight-inclusive packages booked by customers resident in the Crown Dependencies of Jersey, Guernsey and Isle of Man
- Flight inclusive packages booked by customers resident elsewhere in the world
- Cruise packages sold by Audley as principal

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Audley Travel Group Limited whose registered office is at New Mill, New Mill Lane, Witney, Oxon OX29 9SX, UK.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call the ABTOT 24/7 helpline on 01702 811397 and advise that

you are a customer of an ABTOT protected travel company.

You can access the Package Travel and Linked Travel Arrangements Regulations 2018 here: <https://www.legislation.gov.uk/ukdsi/2018/9780111168479/contents>

### 13. Excursions and activities

Please note that we do not provide or arrange excursions or activities other than those listed in your itinerary and forming part of the arrangements booked and paid for prior to your departure date. Our local representatives, suppliers or guides may put you in touch with local organisers of excursions or activities if you request but we can have no liability for such excursions or activities. Your contract for them will be with a local company providing the services and not with us and they are not operated, supervised, controlled or endorsed by us in any way.

Audley Travel offers, arranges and assists its clients in booking a wide range of activities. Some of these involve, by their nature, inherent risks which can result in injury, or damage to property, or even death. Such activities include, for example, horse-riding, scuba diving and skiing / snow-boarding. It is very important that you consider and take account of these risks before you engage, and whilst participating, in these activities as you are responsible for your own safety and that of any children in your care. This includes ensuring the operator of the activity has full and accurate information on everything relevant to your participation (such as any medical condition or health issue and your level of ability and previous experience), even if this information has already been provided to Audley. You must also follow all instructions and advice provided, wear and/or use available safety equipment (including requesting this if not offered at the outset), behave cautiously and form your own judgment as to the safety of, and risks involved in, the activity.

### 14. Prices and brochure accuracy

Please note, the information and prices shown on our website, in our brochures and/or quotations may have changed by the time you come to book your holiday. Whilst every effort is made to ensure the accuracy of the website, brochures, quotations and prices at the time of publication/printing or when they are given to you, regrettable errors do occasionally occur. You must therefore ensure you check all details of your chosen holiday (including the price) with us at the time of booking.

### 15. Data Protection

You consent to us processing your personal information and the personal information of other members of your party, which includes us sharing this personal information with third parties (including airlines, local accommodation or service providers) where necessary in order to arrange and provide your holiday. All personal information is processed in accordance with our Data Privacy Policy (<https://www.audleytravel.com/privacy-policy>)

### 16. Your Contract with Us

Your contract with us and all matters arising out of it or your holiday arrangements (including contractual and non-contractual disputes and claims) are governed by English law. We both irrevocably agree that any dispute, claim or other matter which arises out of or in connection with this contract or your holiday arrangements (including non-contractual disputes and claims), will be dealt with by the AITO dispute settlement service providing this is available for the dispute or claim in question - see section 9). If this service cannot be used (for example, because the value is too high), we both irrevocably agree that the claim will be exclusively dealt with by the courts of England and Wales only unless, in the case of court proceedings, you live in Scotland or Northern Ireland. In this case, proceedings may be brought in the courts of your home country. If court proceedings are brought in Scotland or Northern Ireland, you may choose to have your contract and all matters arising out of it or your holiday arrangements governed by the law of Scotland/Northern Ireland as applicable. If you do not so choose, English law will apply as referred to above.

### 17. Foreign, Commonwealth and Development Office advice

The UK Foreign, Commonwealth and Development Office publishes regularly updated travel information which is relevant to your holiday on its website <https://www.gov.uk/foreign-travel-advice> and <https://travelaware.campaign.gov.uk> which you are strongly recommended to consult before booking as well as close to and in good time before departure. Up to date UK border control measures are available at [www.gov.uk/uk-border-control](http://www.gov.uk/uk-border-control)

### 18. Assistance during your holiday

In the event you end up in difficulty (of any sort) during your holiday, we will provide you with appropriate assistance as soon as reasonably possible including by the provision of appropriate information on health services, local authorities and consular assistance and by assisting you to make distance communications and to find alternative travel arrangements as may be applicable. Where you are in difficulty as a result of your negligence, we may charge you a reasonable fee for this assistance which will not exceed the costs we actually incur.

### 19. Your conduct

You undertake to behave with propriety and in such a manner as not to cause or be likely to cause material distress, danger or upset to any other client(s) and/or any third party or damage to property. If we, our employees, agents or suppliers consider you are not behaving accordingly, we reserve the right to terminate your contract and neither we nor the providers of any of the services in question will have any further contractual obligations to you either in respect of covering any expenses, paying any compensation or refunds, or arranging for your return home. When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. If the actual cost of the loss or damage exceeds the amount paid where estimated, you must pay the difference once known. If the actual cost is less than the amount paid, the difference will be refunded. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

### 20. Honeymoon Gift Service

All honeymoon bookings and use of Audley's Honeymoon Gift Service are subject to these booking conditions. It is important to note that in the unfortunate event of the cancellation of your booking, you will be responsible for all cancellation fees as detailed in our booking conditions. Audley also reserve the right to charge a £150 administration fee to cover the costs involved in refunding monies to your guests. These refunds will only be made once all cancellation fees have been paid. As the client, you take on the responsibility for the full payment of the booking as the amount of your guest contributions cannot be guaranteed.

### 21. Passport, visa, health and other entry requirements

It is your responsibility to meet all applicable entry and other requirements of your destination country(ies) as well as those applicable on your return home. You must ensure that all your travel documents (physical and electronic), including your passport, visas / visa waivers, evidence of Covid-19 vaccination and/or negative test, evidence of any other health related requirement and currency are in order, meet all applicable requirements and are valid for travel. All costs incurred in meeting all requirements applicable to your holiday must be paid by you. If you attempt to travel without fully complying with all requirements, you are likely to be refused boarding on your flight or other transport or entry into your destination country. We cannot accept any liability and cancellation charges will apply (as set out in section 3) if you are refused entry onto any transport or into any country, or decide not to travel, due to failure (or inability) on your part to obtain and carry all required documentation or to

# Terms and Conditions

otherwise comply with all applicable requirements (including health/Covid-19 related ones). The passport, visa and health requirements applicable at the time of booking can be viewed on the UK Foreign, Commonwealth and Development Office website ([www.gov.uk/foreign-travel-advice](http://www.gov.uk/foreign-travel-advice)). General information on the passport and visa requirements applicable to your holiday will also be provided by us prior to booking. We will assume you are a British citizen with a British passport and if this is not the case, you must advise us at the time of booking. You must check entry and other official requirements for all countries to or through which you are travelling as well as any requirements applicable on your return to your home / departure country, at the time of booking and in good time before and close to departure. Requirements may change and travel restrictions may be imposed (which could be at no or very short notice prior to departure) including as a result of the Covid-19 situation. You must also keep up to date with this information while you are away.

It is a requirement of travel to most destinations that you have a minimum of 6 months' validity on your passport on the date of your arrival. If you are unable to travel because your passport is not valid (including where it lacks the required minimum validity period after arrival) for the destination, the applicable cancellation fee shown in section 3 will apply.

A British citizen's passport usually takes approximately 3 to 6 weeks to obtain but can take longer. If any member of your party (who is a British citizen) is 16 or over and hasn't got or previously held a British passport, more time needs to be allowed as the UK Passport Service has to confirm your identity before issuing your first passport. If any person on the booking is not a British citizen or holds a non-British passport, you must check the applicable passport and visa requirements with the embassy or consulate of the country(ies) to or through which you are intending to travel. Please ensure that you check the latest position on applying for or renewing a passport at the earliest opportunity.

At the time of booking your trip, we will provide you with details of any compulsory health requirements for your holiday which are likely to be applicable when you travel. Please note, where you are booking well in advance of departure or at a time when requirements are changing, or can be expected to change (for example, as a result of the Covid-19 situation), we may not be in a position to provide you with the relevant information at the time of booking. It is your responsibility to ensure you obtain details of and comply with all recommended and required vaccinations, health precautions and other health related measures (including those introduced to deal with Covid-19) in good time before departure. You must also keep up to date with the latest information in respect of Covid-19. Details are available from your GP surgery, local travel clinic and the National Travel Health Network and Centre <http://travelhealthpro.org.uk>. Vaccination and other health requirements/recommendations are subject to change at any time for any destination, including at short or no notice. Please therefore check with a doctor or clinic or other reliable source of information not less than 6 weeks prior to departure and also close to departure to ensure that you are aware of and can meet the necessary requirements and have the latest information.

Please be aware that there may be enhanced screening/monitoring at exit and entry points both in the UK and overseas. In order to gain entry to your overseas destination(s) and/or return to the UK, you may be required to provide proof of the required number of Covid-19 vaccinations (which may include any recommended booster(s)) and/or a negative Covid-19 test result prior to being allowed to board your flight or other transport or enter the country. It is your responsibility to ensure that your Covid-19 vaccination status and documentation meets the applicable local requirements of your destination country(ies) including, without limitation, in respect of the number of vaccination doses you have received, the time interval between and since the last of these and the means by which this is proved. Vaccination requirements vary in different parts of the world including in respect of

children. Where required, Covid-19 tests must be taken within a short time (which may be within 24 hours) of travel. There are strict requirements in respect of the tests and test providers which can be used and the information which must be provided for these purposes. If you are unable to travel due to a positive Covid-19 test pre-departure, we will endeavour to assist in postponing or re-arranging your trip but the usual cancellation or amendment charges will be applicable.

In the event that you have not been vaccinated against Covid-19, either at all or in compliance with the applicable requirements, you may be unable to enter your destination country(ies) or to access certain services (which may include, for example, cruises and indoor facilities such as restaurants and museums) and may encounter other difficulties. You will not be entitled to cancel (without payment of cancellation charges) or receive any refund and we will not have any responsibility for any costs or expenses you suffer as a result in any such situation.

In certain situations and when arriving from certain countries, you may be required to self-isolate or quarantine for a set period on arrival. There may also be other entry requirements such as completion of an on-line form pre-departure, proof of travel insurance including Covid-19 cover and downloading a local contact tracing app. Your previous travel history outside your home country may also impact on your ability to gain entry to your destination country.

It is the responsibility of the person who makes the booking to ensure that all persons travelling are in possession of all necessary travel and health documents before departure. If failure to have any necessary travel or other documents results in fines, surcharges, other financial penalty, costs or expenses being incurred by us, you will be responsible for reimbursing us accordingly.

## 22. Brexit

The UK left the EU on 31 December 2020. The EU – UK Trade and Cooperation Agreement applies from 1 January 2021 and provides the basis for the UK's future relationship with the EU. This agreement only deals with travel to and within the EU to a limited extent and there are a good many issues which remain outstanding. We will of course endeavour to advise you at the time of booking if we are at that stage aware of any Brexit related issues which will or are likely to affect your holiday.

## 23. Villas and private stay accommodation

Where you book a villa or other private stay accommodation with us ("villa"), additional terms may apply to your booking which do not generally apply to other types of accommodation. You will have a contract with us for the arrangements booked through us (including your villa) but you may also be required to enter into a contract directly with the villa owner which will include terms specifically relating to that villa/owner. We may act in the capacity of an agent in respect of your villa booking so far as the owner is concerned and agree to that contract on your behalf. To enable us to quickly deal with any issues which may arise during your holiday, you authorise us to communicate with the villa owner and to take such other steps as we reasonably consider appropriate on your behalf.

A security deposit may be required to cover the cost of any damage, breakages or loss occurring during your stay and the cost of any other services for which an additional charge applies. If a security deposit is payable, you will be advised at the time of booking and the details will, if taken by us, be shown on your booking confirmation / invoice. Any security deposit taken by us is usually payable with the balance of your holiday cost and will be held by us on behalf of the villa owner. Alternatively, if there is a requirement for the security deposit to be paid directly to the villa owner or an associated supplier, we will provide you with the relevant details for payment. It will be returned to you after the end of your stay, less any deductions which may be required to cover the cost of any damage, breakages or loss which has occurred during your stay. If no security deposit is payable, you will be directly

responsible to the villa owner for the cost of any damage, breakages, loss and services (for which an additional charge applies).

Unless detailed as payable locally or as otherwise confirmed to you in writing, the cost of your villa includes gas, electricity, water, weekly linen change plus any maid service as specified and any other extra included services specified at the time of booking. There may be an additional charge in the event of excessive usage of any included service. Tourist and other taxes may be payable locally in addition to the cost of your booking.

Villas are let for holiday purposes only and may not be used for any other purpose without the written consent of the villa owner. The number of persons staying at the villa (including children and infants) must not exceed the published capacity of the villa as stated in our documentation or advised at the time of booking. The decoration, furnishings and items provided at the villa may differ from those advertised as changes may be made by the villa owner at any time. Photographs are intended to be representative of the standard, general look and usual contents of the villa.

Audley Travel Group Limited. Registered Address: New Mill, New Mill Lane, Witney, Oxfordshire OX29 9SX. Registered in England with Company Reg. No. 3190720. VAT Reg. No. 125454721

## Your Rights under the Package Travel and Linked Travel Arrangements Regulations 2018

### PART 1 – General

The combination of travel services offered to you is a package within the meaning of the Package Travel and Linked Travel Arrangements Regulations 2018. Therefore, you will benefit from all UK rights applying to packages. Audley Travel Group Limited will be responsible for the proper performance of all the travel services included in the package. Additionally, as required by law, Audley Travel Group Limited has protection in place to refund your payments and, where transport is included in the package, to ensure your repatriation in the event that it becomes insolvent.

### PART 2 - Key rights under the Package Travel and Linked Travel Arrangements Regulations 2018

Travellers will receive all essential information about the package before concluding the package travel contract. There is always at least one trader who is liable for the proper performance of all the travel services included in the contract. Travellers are given an emergency telephone number or details of a contact point where they can get in touch with the organiser or the travel agent. Travellers may transfer the package to another person, on reasonable notice and possibly subject to additional costs. The price of the package may only be increased if specific costs rise (for instance, fuel prices) and if expressly provided for in the contract, and in any event not later than 20 days before the start of the package. If the price increase exceeds 8 % of the price of the package, the traveller may terminate the contract. If the organiser reserves the right to a price increase, the traveller has a right to a price reduction if there is a decrease in the relevant costs. Travellers may terminate the contract without paying any termination fee and get a full refund of any payments if any of the essential elements of the package, other than the price, are changed significantly. If before the start of the package the trader responsible for the package cancels the package, travellers are entitled to a refund and compensation where appropriate. Travellers may terminate the contract without paying any termination fee before the start of the package in the event of exceptional circumstances, for instance if there are serious security problems at the destination which are likely to affect the package. Additionally, travellers may at any time before the start of the package terminate the contract in return for an appropriate and justifiable termination fee. If, after the start of the package, significant elements of the package cannot be provided as agreed, suitable alternative

# Terms and Conditions

arrangements will have to be offered to the traveller at no extra cost. Travellers may terminate the contract without paying any termination fee, where services are not performed in accordance with the contract and this substantially affects the performance of the package and the organiser fails to remedy the problem. Travellers are also entitled to a price reduction and/or compensation for damages where the travel services are not performed or are improperly performed. The organiser has to provide assistance if the traveller is in difficulty. If the organiser or where applicable, the retailer becomes insolvent, payments will be refunded. If the organiser or, where applicable, the retailer becomes insolvent after the start of the package and if transport is included in the package, repatriation of the travellers is secured.

Audley Travel Group Limited holds an Air Travel Organiser's Licence (ATOL) issued by the UK Civil Aviation Authority (ATOL no 4817) which provides insolvency protection in respect of flight inclusive packages. Travellers should contact The Civil Aviation Authority at Aviation House, Beehive Ring Road, Crawley, West Sussex RH6 0YR, UK tel +44 (0)333 103 6350, e-mail [claims@caa.co.uk](mailto:claims@caa.co.uk) [www.caa.co.uk](http://www.caa.co.uk) and advise they are a customer of an ATOL protected travel company if services are denied because of Audley Travel Group Limited's insolvency.

The Association of Bonded Travel Organisers Trust Limited (ABTOT) provides financial protection under The Package Travel and Linked Travel Arrangements Regulations 2018 for Audley Travel Group Limited (ABTOT membership no 5297), and in the event of their insolvency, protection is provided for:

- Non-flight packages
- Flight inclusive packages booked by customers resident in the EEA (with effect from 01 Jan 2021)
- Flight-inclusive packages booked by customers resident in Crown Dependencies of Jersey, Guernsey and Isle of Man
- Flight inclusive packages booked by customers resident elsewhere in the world
- Cruise packages sold by Audley as principal

ABTOT cover provides for a refund in the event you have not yet travelled or repatriation if transportation was included in your package. Please note that bookings made outside the UK are only protected by ABTOT when purchased directly with Audley Travel Group Limited.

In the unlikely event that you require assistance whilst abroad due to our financial failure, please call our 24/7 helpline on 01702 811397 and advise you are a customer of an ABTOT protected travel company. ABTOT can also be contacted at 117 Houndsditch, London EC3A 7BT

## **PART 3**

The Package Travel and Linked Travel Arrangements Regulations 2018 are available at [www.legislation.gov.uk/ukxi/2018/634/contents/made](http://www.legislation.gov.uk/ukxi/2018/634/contents/made)

**March 2023**